.775 753 6071

GBB COMMERCIAL LO

**GBB COMMERCIAL LOAN** 

10·10·45 a

10-12-2006

Nevada

1 /8

Great Bas Ban.
475 Railroad Street
Elko NV 89801
Phone 775-748-4424
Fax 775-753-6071

## facsimile transmittal

To:

Beth Ericksen

Fax:

801-359-3940

From:

**Paul Averett** 

Date:

Oct. 12, 2006

Re:

**Reclamation Surety** 

Page(s) Including this cover 18

sheet:

☐ Urgent

☐ For Review

☐ Please Comment

☐ Please Reply

☐ Please Recycle

After all parties have signed the CD letter please fax me a copy for our files.

Thanks.

## **NOTICE OF CONFIDENTIALITY**

This message, and the attached, is intended only for the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this message in error, please notify us immediately by telephone. If you did not receive all pages, please call the sender.

RECEIVED OCT 1 2 2006

DIV. OF OIL, GAS & MINING

Financial institution:

GREAT BASIN BANK OF NEVADA, ELKO OFFICE

487 RAILROAD STREET, P.O. BOX 2808, ELKO, NV 89801

3887

Account Name:

ALAN NEWMAN DBA GRANDSTONE
FBO STATE OF UTAH DIVISION OF OIL, GAS & MINING AND THE
BUREAU OF LAND MANAGEMENT ssn/tin: 530-46-1444

**BUSINESS TYPE:** Sole Proprietorship

Maturity Date Account Number Issue Date Deposit Amount Term October 9, 2007 October 6, 2006 \$12,000.00 12 Months

Rate Information: This Account is an interest bearing account. The Interest rate on the account is 4.36% with an annual percentage vield of 4.45%.

The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until October 9, 2007. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly. Interest on your account will be credited by adding the interest to the principal. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 for each day in the year.

Limitations: You must deposit \$500.00 to open this account. You may not make additional deposits into this account. You may not make withdrawals from your account until the maturity date.

Time Account information: Your account will mature on October 9, 2007. If you withdraw any of the principal before the maturity date, we will impose a penalty of 3 months simple interest. If the account is closed before interest is credited, you will not receive the accrued interest. This account will automatically renew. You will have 10 days after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term.

**NON TRANSFERABLE - NON NEGOTIABLE** 

Signe **FDIC** 

d Title of Audi

## TIME DEPOSIT AGREEMENT

We appreciate your decision to open a time deposit account with us. This Agreement sets forth cettain conditions, rates, and rules that are specific to your Account. Each signer acknowledges that the Account Holder named has placed on deposit with the Financial Institution the Deposit Amount indicated, and has agreed to keep the funds on deposit until the Maturity Date. As used in this Agreement, the words "your," yours or "yours" meen the Account Holder(s), the word "Account" means this Time Deposit Agreement, and the words "wer," "us "and "our mean the Financial Institution. This Account is effective as of the Issue Date and is valid as of the date we receive credit for noncesh items (such as checks drawn on other financial institutions) deposited to open the Account. Deposits of foreign currency will be converted to U.S. funds as of the date of deposit and will be reflected as such on our records.

IMTEREST RATE. The interest rate is the annual rate of interest paid on the Account which does not reflect compounding ("Interest Rate"), and is based upon the interest accrual basis described above.

AUTOMATIC RENEWAL POLICY. If the Account will sutomatically renew as described above, the principal amount and all paid earned interest that has not been withdrawn will automatically renew on each Maturity Date for the term described above in the Time Account information section. If the deposit term causes the maturity date to fall on Saturday, Sunday, or a holiday, the maturity date will be adjusted to the next business day. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that Deposit Amount and term. If you wish to withdraw funds from your Account, you must notify us during the grace period after the Maturity Date.

EARLY WITHDRAWAL PENALTY. You have agreed to keep the funds on deposit until the Maturity Date of your Account. Any withdrawal of all or part of the funds from your Account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified above will apply.

Minimum Required Penalty. If you withdraw money within six (6) days after the date of deposit, the Minimum Required penalty is seven (7) days' simple interest on the withdrawn funds. If pertial early withdrawal(s) are permitted, we are required to impose the Minimum Required Penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty be more than the Minimum Required Penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the Account. If your Account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your Account.

Exceptions. We may let you withdraw money from your Account before the Maturity Date without an early withdrawal penelty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfelt at least the interest earned on the withdrawn funds; or (4) if the Account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, HSA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether erising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-perty account, each joint or multiple-perty account, each joint or multiple-perty account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder. Notwithstending the foregoing, the right of setoff does not apply to any monies in any accounts that were received pursuant to the federal Social Security Act.

OTHER ACCOUNT RULES. The following rules also apply to the Account.

Surrender of instrument. We may require you to endorse and surrender this Agreement to us when you withdraw funds, transfer or close your Account. If you lose this Agreement, you agree to sign any affidavit of lost instrument, or other Agreement we may require, and agree to hold us harmless from liability, prior to our honoring your withdrawal or request.

Death of Account Holder. Each Account Holder agrees to notify us immediately upon the death of any other Account Holder. You agree that we may hold the funds in your Account until we have received all required documentation and instructions.

Indemnity. If you ask us to follow instructions that we believe might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

53 6071 GBB COMMERCIAL LO	GBB COMMERCIAL LOAN	10:20·19 a	10-12-2006	4
Piedge. You agree not to piedge your Acobiligations secured by your Account are satisfied	count without our prior consent. You r	may not withdraw fun	de from your Account	until ali
	SURRENDER OF TIME DEPOSI	т		
CD # 3887				
This certificate is hereby surrendered.		Date:		
Number of Signers Required: Any one (1) of the	Authorized Signers(s) shown below.			
ACCOUNT HOLDER:				
x				
ALAN NEWMAN, Owner				

5753,6071 	GBB COMMERCIAL LO	GBB COM	MERCIAL LOAN ACARTURE ARTURE PARTERIOR	10:21 31 a	10-1 ∴kan b	2-2006	- T
			MERCIAL LOAN			ΩB	
		3 1 10. 1 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	45.1.1.4.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	-104423-11472-040-041-030-04	·ŽII	Bond All Power Search	Prof
						2	<b>≢</b> δ
					* 1/	Pp	Cptions III
		T S E E	<b>.</b>	EEE	7	ā	
I					<b>1 1 1 1 1 1 1 1 1 1</b>	Sear	N TO THE
			7 - 7 E		<b>8</b>	로	₹
						2	۱۳۰۰ نازران <u>ه <del>ک</del>ن</u> سی
					I A	Š	
-							
						TLIMIN MANDA	4
					* 5	3	<b>8</b>
1							₽ .
						-	
						APA 1	28
1							Account
						3	8
ŀ					•	1 224 Trie	8
H					10	D.	<u> </u>
ł						La Deale	<b>2</b> 1
			2 U 3 Z & Z (				10
	". 's off the first of the control of the first that					5	
						an Pag	<b>D</b>
1				3 <b>3</b>		8 4	
						ii van de la company	
ŀ	er a décide a popular de la compansión d						
:							
:			epitale and handers of the library and an expensive				
1							
<b>!</b>							
ľ							10
							<b>™</b> ₹ <b>5</b>
				5			
1							
100							